

EXHIBIT 1

<p style="text-align: center;">IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF WYOMING</p> <p>Civil Action No. 1:22-CV-00155-KHR</p> <p>-----</p> <p>ZOOM 30(b)(6) DEPOSITION OF MO POW 3, LLC, AND MO POW 4, LLC, BY THOMAS GUEL, AND THOMAS GUEL, INDIVIDUALLY - November 15, 2023</p> <p>-----</p> <p>Plaintiffs: MO POW 3, LLC AND MO POW 4, LLC, v. Defendant: CRYPTO INFINITI, LLC.</p> <p>-----</p> <p>APPEARANCES:</p> <p>HOLLAND & HART, LLP By Jeffrey S. Pope, Esq. 2515 Warren Avenue, Suite 450 Cheyenne, Wyoming 82001 Appearing via Zoom on behalf of Plaintiffs</p> <p>HATHAWAY & KUNZ, LLP By Tyler J. Garrett, Esq. 2515 Warren Avenue, Suite 500 Cheyenne, Wyoming 82001 Appearing via Zoom on behalf of Defendant</p>	<p style="text-align: right;">Page 1</p> <p>1 Pursuant to Notice and the Federal Rules 2 of Civil Procedure, the Zoom 30(b)(6) deposition of 3 MO POW 3, LLC, AND MO POW 4, LLC, BY THOMAS GUEL, 4 AND THOMAS GUEL, INDIVIDUALLY, called by Defendant, 5 was taken on Wednesday, November 15, 2023, 6 commencing at 9:03 a.m., via remote 7 videoconference, before Lisa A. Dague, Certified 8 Shorthand Reporter and Notary Public within and for 9 the State of Colorado.</p> <p>10 11 I N D E X 12 ZOOM 30(b)(6) DEPOSITION OF MO POW 3, LLC, AND 13 MO POW 4, LLC, BY THOMAS GUEL, AND THOMAS GUEL, 14 INDIVIDUALLY 15 EXAMINATION BY: PAGE 16 Mr. Garrett 4 17 18 EXHIBITS INITIAL REFERENCE 19 Exhibit A Master Hosting Agreement 83 20 between MO POW 3 and 21 Crypto Infinity, 5/26/22 22 Exhibit B Master Hosting Agreement 85 23 between MO POW 4 and 24 Crypto Infinity, 5/26/22 25 Exhibit J Letter from Jessica 87 Vittorio to Jordan Collins, 7/22/22</p>
<p>1 2 EXHIBITS (continued) 3 Exhibit K Email from Jordan Collins 92 4 to Jinwei Zhang, Jessica 5 Vittorio, Gerald Lau, cc 6 Thomas Guel, re Legal 7 Notice: MO POW 3, LLC, 8 10/12/22 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p> <p style="text-align: right;">Page 3</p> <p style="text-align: right;">INITIAL REFERENCE</p>	<p style="text-align: right;">Page 4</p> <p>1 P R O C E E D I N G S 2 (Exhibits were marked prior to 3 commencement of the deposition.) 4 THOMAS GUEL, 5 being first duly sworn in the above cause, was 6 examined and testified as follows: 7 EXAMINATION 8 BY MR. GARRETT: 9 Q Good morning, Mr. Guel. Nice to meet 10 you. There's a few housekeeping questions or 11 matters that I want to talk to you about initially, 12 and then we can get into the substance of your 13 deposition. But, just curiously, have you ever 14 been deposed before? 15 A Yes. 16 Q Okay. How many times, and when were 17 those depositions? 18 A Not that many. I can't recall the 19 number. A couple times. 20 Q Range, like two to five? 21 A Three. 22 Q Three times. Okay. So you've been 23 deposed before. You know how a deposition works. 24 Provide audible answers to my questions. No 25 nodding; no shaking your head. That isn't going to</p>

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1 A It is Epoch Mines.
2 Q So the trail is that -- or kind of the
3 line of ownership is that MO POW 3 is owned by
4 Epoch Mines. And in turn, Epoch Mines is owned by
5 you in your individual capacity; is that right?
6 A It is owned by me and -- it is owned
7 actually by Strategic Global Resources, LLC, which
8 is owned by me.
9 Q Okay. So there's four layers. Epoch
10 Mines is owned by Strategic, and then Strategic is
11 owned by you?
12 A Correct.
13 Q Okay. Thank you.
14 A You're welcome.
15 Q What is your role with MO POW 3?
16 A Well, my role as the ultimate leader of
17 the tower of companies was to make sure that things
18 got done, and I assisted in sales, and I assisted
19 in the development side.
20 Q Let's break that down a bit. So in terms
21 of let's start with management of MO POW 3. Were
22 you the manager of MO POW 3?
23 A Yes.
24 Q Is there an operating agreement --
25 A Yes.

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1 we're clear on that.
2 MR. GARRETT: Okay.
3 A Can you clarify the question for me?
4 Q (BY MR. GARRETT) Yeah. Who else was
5 part of MO POW 3 in terms of management, employees,
6 independent contractors, anybody that did work for
7 MO POW 3?
8 A Did work is a broad subject or question,
9 so can you try to break that down? Are you talking
10 about, what, contractors?
11 Q Let's talk first about management. Who
12 else was part of management?
13 A For MO POW 3, we had other people that
14 worked for Epoch that would also assist in the
15 management, including Mason LaGrange and Charles
16 Ciancanelli. Then there were site techs that would
17 play a role.
18 Q Do you know who the site techs were?
19 A You would have Dustin Roberts. That's
20 about it for right now. We would have hired more,
21 but we didn't for -- for those.
22 Q "For those" meaning --
23 A For MO POW 3 and 4.
24 Q -- MO POW --
25 THE REPORTER: One at a time, please.

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1 Q -- for MO POW 3? Okay. And then you
2 said you did other things with respect to
3 soliciting sales; is that right?
4 A Well, we were trying to -- yes.
5 Q Meaning you were trying to get clients to
6 house their digital currency equipment at your --
7 at the MO POW site?
8 A Correct.
9 Q Can you explain -- I'm sorry. I'm going
10 to back up for a second. Who else was part of MO
11 POW 3 in terms of whether they are management or an
12 employee or an independent contractor or anything
13 like that?
14 MR. POPE: Mr. Guel, before you answer,
15 real quick just clarification, Counsel. I think we
16 started this line of questioning saying you were
17 asking him in his corporate representative
18 capacity. These are questions that are not in a
19 topic that was listed in the deposition notice. So
20 to the extent you are asking him as a corporate
21 representative, I'm going to object as beyond the
22 scope of the topics.
23 But to be fair to the consolidated
24 deposition, I think these are fair questions in his
25 individual capacity. I just want to make sure

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1 A For MO POW 3.
2 Q (BY MR. GARRETT) All right. So I think
3 this is a fair question in your representative
4 capacity, because it was in MO POW 3's complaint.
5 Can you explain the consortium of companies that MO
6 POW 3 is a part of?
7 A Well, we just did, right? Strategic owns
8 Epoch, which owns MO POW 3. It owned MO POW 4. I
9 believe it owned MO POW 1 and 2.
10 Q Okay. Can you -- can you explain in
11 detail the energy services MO POW 3 procured from
12 the municipal utilities pursuant to a combination
13 of multiple property energy and economic
14 development agreements?
15 A For MO POW 3, we had an energy services
16 agreement which put us on a large interruptible
17 rate from city utilities. And they also gave us an
18 economic relief Rider D, which had a discount to
19 the demand charges.
20 Q Okay. And those documents -- I suspect
21 it's all in writing. Have you turned those
22 documents over to your counsel?
23 A I believe so.
24 Q Just to loop back. Aside from the
25 project with Crypto Infiniti at the site --

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1 specific site, which we'll get into here in a bit,
2 I just need to ask what other projects is MO POW 3
3 involved in? I think before you said there aren't
4 any others. This was a specific purpose for the
5 specific site, but I just wanted to close that
6 loop.
7 A Correct, there are none.
8 Q Did MO POW 3 actually provide any hosting
9 services to Crypto Infiniti as set forth in the
10 master hosting services agreement?
11 A No, because Crypto breached.
12 Q And I'm not asking for, like, a legal
13 conclusion. I totally don't want to go there.
14 Just a simple "No" --
15 A No.
16 Q -- would be satisfactory. Could you
17 repeat that? We were talking over each other.
18 A The answer is no.
19 Q So the site for MO POW 3 was at 400 North
20 Main, Springfield, Missouri; is that correct?
21 A Correct.
22 Q The status of the site -- what was the
23 status of the site when the contract with Crypto
24 Infiniti was entered into?
25 MR. POPE: Object to form. Vague. Go

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1 filed by MO POW 3?
2 MR. POPE: Object to form. Vague.
3 Go ahead, Mr. Guel.
4 A Substantially the same.
5 Q (BY MR. GARRETT) Meaning there was no
6 physical development of the site at that time?
7 A That's correct.
8 Q What was the status of the site as of
9 August 8th, 2022, when the amended complaint was
10 filed by MO POW 3?
11 A No change.
12 Q What's the current status of the site?
13 A The same.
14 Q So no development, nothing like that; is
15 that fair?
16 A Correct.
17 Q Do you still have possession or control
18 over that site? And by "you," I mean MO POW 3.
19 A No.
20 Q So the lease has been terminated?
21 A Correct.
22 Q Do you know who now occupies or possesses
23 that property?
24 A I do not.
25 Q When you were negotiating this

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1 ahead.
2 A Do you want to be more specific?
3 Q (BY MR. GARRETT) No.
4 A Are you asking me -- what exactly are you
5 asking me?
6 Q What was the status of the site?
7 A The status being what? Was it a sunny
8 day? I mean, are we talking about what?
9 Q Was it built out?
10 A No.
11 Q Had anything been done to the site at the
12 time that MO POW 3 entered into the contract with
13 Crypto Infiniti?
14 A I believe we had a lease secured with
15 city utilities. I believe we had portions, if not
16 all, of our tariff executed, and that would be at
17 the time of execution.
18 Q And just to make clear, there was no
19 physical work that had been done at that point?
20 A No.
21 Q No, as in, no, there was not any physical
22 development at that point?
23 A That's correct.
24 Q What was the status of the site as of
25 July 19th, 2022, when the initial complaint was

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1 contract -- and by "you," again, I mean MO POW 3,
2 since you're the representative -- why couldn't MO
3 POW's site at 400 North Main, Springfield,
4 Missouri, provide the full 35 megawatts to Crypto
5 Infiniti's needs?
6 A There wasn't enough power available at
7 that substation.
8 Q Let's turn now to the funds that were
9 paid by Crypto Infiniti to MO POW 3. Those funds
10 totaled \$4,135,250; is that correct?
11 A Correct.
12 Q What did MO POW 3 do with that money?
13 A MO POW 3 purchased five mobile data
14 centers, along with the corresponding transformers.
15 It purchased concrete pads for them to sit on, as
16 well as some other electrical components to connect
17 everything, and poles.
18 Q And did that deplete -- that work, did
19 that deplete the \$4,135,250?
20 A No.
21 Q How much did that work that you just
22 summarized cost?
23 A The exact number, I would have to check,
24 but it was over \$2 million.
25 Q So there is a remaining balance still in

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1 today, yes.
2 Q And so I think this is kind of where you
3 come into play a little more. During this third
4 site visit, a representative of MO POW 3 and 4
5 refused to provide data concerning digital currency
6 equipment temperatures pursuant to your
7 instruction; is that correct?
8 A Correct.
9 Q And again, do you remember who that MO
10 POW 3 and 4 representative was during that third
11 site visit on June 21st, 2022?
12 A No, not right off.
13 Q I think you alluded to it in your answer
14 a little bit ago, but why did you instruct the MO
15 POW 3 and 4 representative not to provide Crypto
16 Infiniti with data concerning digital currency
17 equipment temperatures?
18 A Because we have confidentiality
19 agreements in our contracts with other customers.
20 They had no contractual right to see it, and we
21 have no contractual ability to show it. They were
22 also told that they couldn't have third-party
23 information. So we denied it.
24 Q We're just talking about temperatures of
25 equipment here. How is that confidential?

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1 A It would have been on a different site,
2 period.
3 Q Help me out there. I'm really confused
4 now.
5 A I don't know how to fix that.
6 Q So there's one site that was up and
7 running, and that was MO POW 3's site located --
8 A No.
9 Q -- at 400 North Main, Springfield,
10 Missouri; is that correct?
11 A 400 North Main in Springfield was never
12 built.
13 Q So neither site specifically identified
14 in the contracts were ever built? That's what
15 you're saying?
16 A Neither site was built or expanded to
17 accommodate neither Crypto in MO POW 3 nor MO POW
18 4.
19 Q So where was this other client's
20 equipment being housed?
21 A On the Strafford site.
22 Q But you said that the Strafford site, as
23 it relates at least to MO POW 4, nothing had ever
24 been built there. You just testified to that.
25 A For MO POW 4.

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1 A So temperatures of the equipment equate
2 immediately to hash rate. Hash rate is what
3 dictates the amount of bitcoin mined. It is
4 sensitive confidential information pertaining to
5 another company's revenues, and it can't be shared,
6 and it's confidential.
7 Q Was that going to be the same space where
8 Crypto Infiniti's equipment was going into?
9 A Which Crypto Infiniti's?
10 Q Their digital mining equipment.
11 A For MO POW 3? MO POW 4?
12 Q MO POW 3, because obviously there wasn't
13 anything on MO POW 4's site, as you testified. All
14 there was that currently existed during this time
15 frame was something on MO POW 3's site.
16 A So what are you asking me?
17 Q I'm asking you was Crypto Infiniti's
18 digital currency mining equipment going into that
19 same space as your other customer?
20 A You say Crypto Infiniti, but do you mean
21 for MO POW 3?
22 Q Yeah, in the MO POW 3 space.
23 A No.
24 Q It would have been on the same site, but
25 a different container?

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1 Q So there were other entities that were
2 using the site?
3 A Correct.
4 Q And what were those entities?
5 A As it relates to who?
6 Q That were just simply at the Strafford
7 site. So let's be clear here, because this is new
8 information, and it's very nuanced; and I don't
9 know if you're intending it to be that way or what.
10 A Your questions aren't clear.
11 Q Let's start with 5501 East Farm Road 112,
12 Strafford, Missouri.
13 A Okay.
14 Q That's the MO POW 4 site. You have
15 testified that with respect to MO POW 4, nothing
16 was ever built out; is that correct?
17 A That's correct.
18 Q Okay. But that site seems to not be
19 exclusive to MO POW 4. There were other companies
20 that were using that site to host digital currency
21 mining equipment; is that correct?
22 A Correct.
23 Q And what were those other entities?
24 A Entities being who?
25 Q The companies that were on that site

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1 hosting --
2 A Customers, companies of ours.
3 Q Companies of yours?
4 A MO POW 1 and MO POW 2.
5 Q What about MO POW 3's site located at 400
6 North Main, Springfield, Missouri. Did MO POW 3
7 have any infrastructure on that site?
8 A What exactly are you asking me?
9 Q I'm just asking was MO POW 3 running --
10 doing anything on that site? Had it built out
11 anything on 400 North Main Springfield, Missouri?
12 A No. I've stated already, no.
13 Q Were any of your other companies
14 operating on that site?
15 A No.
16 Q So that site was just completely vacant,
17 I guess, for lack of a better term?
18 A Correct.
19 Q Okay. And just to clarify for the
20 record, the other site for MO POW 4, while it was
21 not operating on that site and had not done
22 anything to that site, there were other entities
23 that were owned by your consortium of companies,
24 those being specifically MO POW 1 and 2, that were,
25 in fact, operating at that time on that site?

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1 A I'm not sure it's relevant.
2 MR. POPE: You can answer, Mr. Guel.
3 A So there is another power subsidiary that
4 is owned by Amalgamated Energy Assets, of which I
5 am the partner in Pangaea, who is the owner.
6 Q (BY MR. GARRETT) What is that entity
7 that's operating on the -- I guess we call it the
8 Strafford site?
9 A I believe it's MP 1.
10 Q And it's currently operating on that
11 site?
12 A Correct.
13 Q So looking back as to why you instructed
14 the MO POW 3 and 4 tech not to provide any data
15 concerning digital currency equipment temperatures
16 was because the customer or client's information
17 that was being housed there, it was, in your
18 opinion, confidential, but also the company that
19 was running that site was not even MO POW 4 or 3?
20 A Please restate the actual question.
21 Q Again, I just need to clarify then, the
22 data concerning digital currency equipment that was
23 requested by Crypto Infiniti, you denied that
24 request because of why? I'll let you answer.
25 A First of all, we had no contractual


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1 A Correct.
2 Q When did MO POW 1 and -- I think you
3 answered this. When did MO POW 1 and MO POW 2 end
4 their services on, I guess, the site located at
5 Strafford?
6 A I do not recall off the top of my head a
7 date for you.
8 Q But we can at least agree that nothing
9 currently is being operated on that site?
10 A Nothing is currently being operated on
11 that site by any consortium of companies related to
12 this.
13 Q Are you aware of any other companies,
14 albeit not related, that are operating on that
15 site?
16 A Yes.
17 Q And what companies are those?
18 A I do not recall at the moment.
19 Q Are you related to those companies in any
20 way?
21 A Yes.
22 Q How so?
23 A I am a partner in an entity that has
24 interests in that site.
25 Q And what's that entity?

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1 obligation to provide that. Number two, I had a
2 contractual obligation elsewhere not to provide
3 that.
4 Q Let's stop there for a second. You said,
5 "I had a contractual obligation."
6 A "I" by a different company.
7 Q What company?
8 A MO POW 1 and MO POW 2.
9 Q Okay.
10 A MO POW 1 and MO POW 2 had an obligation
11 not to show it. Crypto Infiniti had no rightful
12 duty -- or no rightful reason to obtain that, and
13 they were already in default.
14 Q So on June 27th, 2022, you had a Zoom
15 meeting with a Crypto Infiniti representative. Do
16 you recall that?
17 A Yes.
18 Q And during the meeting, a Crypto Infiniti
19 representative requested data on digital currency
20 equipment temperatures from the site to assess live
21 operations. Do you recall that request?
22 A Yes.
23 Q And did you provide the requested data on
24 digital currency equipment temperatures?
25 A No.

1 the Ravenswood area.
2 THE DEPONENT: Okay. Sure.
3 MR. GARRETT: Just north, and then ended
4 up in a place in Old Irving Park.
5 THE DEPONENT: Nice.
6 MR. GARRETT: I know we're still on the
7 record. We probably shouldn't be. But I'll switch
8 over to Jeff. Do you have anything to add or would
9 you like to ask some questions?
10 MR. POPE: I have no questions. And we
11 will read and sign.
12 THE REPORTER: Can I get your orders,
13 please? Do you both just want etran?
14 MR. GARRETT: Yes.
15 MR. POPE: We'll take an etran too.
16 THE REPORTER: And do you want copies of
17 the exhibits with your transcript?
18 MR. POPE: I don't.
19 MR. GARRETT: I don't either.
20 (The deposition concluded at 3:02 p.m.,
21 November 15, 2023.)
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25

1 STATE OF COLORADO)
2) ss. REPORTER'S CERTIFICATE
3 COUNTY OF DENVER)
4
5 I, Lisa A. Dague, do hereby certify that
6 I am a Certified Shorthand Reporter and Notary
7 Public within the State of Colorado; that previous
8 to the commencement of the examination, the
9 deponent was duly sworn to testify to the truth.
10 I further certify that this deposition
11 was taken in shorthand by me at the time and place
12 herein set forth and was thereafter reduced to
13 typewritten form, and that the foregoing
14 constitutes a true and correct transcript.
15 I further certify that I am not related
16 to, employed by, nor of counsel for any of the
17 parties or attorneys herein, nor otherwise
18 interested in the result of the within action.
19 In witness whereof, I have affixed my
20 signature this 28th day of November, 2023.
21 My commission expires December 23, 2024.
22
23 
24 Lisa A. Dague
25 Certified Shorthand Reporter

1 I, THOMAS GUEL, do hereby certify that I
2 have read the foregoing transcript and that the
3 same and accompanying amendment sheets, if any,
4 constitute a true and complete record of my
5 testimony.
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Signature of Deponent

() No amendments
() Amendments attached

Acknowledged before me this _____
day of _____, 2023.

Notary Public: _____
My commission expires _____
Seal:

LAD

1 AB LITIGATION SERVICES
2 216 - 16th Street, Suite 600
3 Denver, Colorado 80202
4 November 28, 2023
5 Jeffrey S. Pope, Esq.
6 2515 Warren Avenue, Suite 450
7 Cheyenne, Wyoming 82001
8 Re: 30(b)(6) DEPOSITION OF MO POW 3, LLC, AND MO POW 4,
9 LLC, BY THOMAS GUEL, AND THOMAS GUEL, INDIVIDUALLY
10 MO POW 3, LLC AND MO POW 4, LLC
11 v. CRYPTO INFINITI, LLC
12 Civil Action No. 1:22-CV-00155-KHR
13 The aforementioned deposition is ready for
14 reading and signing. Please attend to this
15 matter by following BOTH of the items indicated
16 below:
17
18 _____ Call 303-296-0017 and arrange with us
19 to read and sign the deposition in our
20 office
21
22 _____ Have the deponent read your copy and sign
23 the signature page and amendment sheets, if
24 applicable; the signature page is attached
25
26 _____ Read the enclosed copy of the deposition
27 and sign the signature page and amendment
28 sheets, if applicable; the signature page
29 is attached
30
31 _____ WITHIN 30 DAYS OF THE DATE OF THIS LETTER
32 By _____ due to a trial date of _____
33 Please be sure the original signature page and
34 amendment sheets, if any, are SIGNED BEFORE A
35 NOTARY PUBLIC and returned to AB Litigation Services
36 for filing with the original deposition. A copy
37 of these changes should also be forwarded to
38 counsel of record. Thank you.
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AB LITIGATION SERVICES

cc: All Counsel